

COMMONWEALTH OF VIRGINIA



NORFOLK CIRCUIT COURT
Civil Division
100 ST. PAUL'S BOULEVARD
NORFOLK VA 23510
(757) 664-4387

Summons

To: STATE FARM FIRE&CAUSLTY COMP
LYNN DICKERSON,RA
1500 STATE FARM BOULEVARD
CHARLOTTESVILLE VA 22909

Case No. 710CL10004818-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

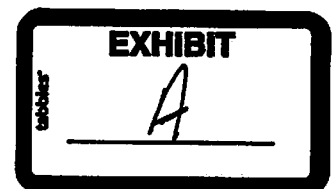
Done in the name of the Commonwealth of Virginia on, Tuesday, July 27, 2010

by 
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: DUMVILLE, LAWRENCE S
757-498-7700



COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No. **CL10-4818**
(CLERK'S OFFICE USE ONLY)

City of Norfolk

Circuit Court

Melvin Evans and Rosalie Evans

PLAINTIFF

v. State Farm Fire & Casualty Company

DEFENDANT

I, the undersigned hereby notify the Clerk of Court that I am filing the following civil action.
(Please indicate by selecting the item that most closely identifies the claim being asserted or relief sought from the drop-down box.)

Appeals and Removals:

Contract:

Contract Action - Damages (CNTR)

Domestic Relations:

Real Estate:

Tort:

Other:

Damages are claimed in the amount of \$: **\$125,000.00**

ADDITIONAL DOCUMENTS REQUESTING TO BE FILED:

PLEASE SERVE THE FOLLOWING DOCUMENTS:

Complaint

SERVICE BY:


Service by Sheriff

Enter Name of Private Process Server company here

\$125,000.00

07/20/2010

DATE


[] PLAINTIFF [] DEFENDANT [✓] ATTORNEY FOR [✓] PLAINTIFF [] DEFENDANT [] OTHER

James P. St. Clair and S. Lawrence Dumville

2840 S. Lynnhaven Road, Virginia Beach, VA. 23452

(757) 498-7700

ADDRESS / TELEPHONE NUMBER OF PERSON FILING PLEADING

■ See reverse side for Civil Action Type Codes
- for Clerk's Office Use Only

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

**MELVIN EVANS
and ROSALIE EVANS,**

Plaintiffs,

v.

Case No.: CL10-4818

STATE FARM FIRE AND CASUALTY COMPANY,

**Serve: Lynn Dickerson, Registered Agent
1500 State Farm Boulevard
Charlottesville, Virginia 22909**

Defendant.

COMPLAINT

NOW COME your plaintiffs Melvin Evans and Rosalie Evans, by counsel, and demand judgment against the defendant State Farm Fire and Casualty Company ("State Farm"), in the amount and upon the grounds hereinafter set forth:

STATEMENT OF FACTS

1. The plaintiffs Melvin Evans and Rosalie Evans ("Evans"), husband and wife, are the owners of a residence located at 900 West 27th Street in the City of Norfolk, Virginia (dwelling).
2. Defendant State Farm is an insurance company licensed by the Commonwealth of Virginia and conducts business in this Commonwealth and in the City of Norfolk, Virginia.
3. At all times material to these pleadings the Evans were insured by State Farm, homeowners' policy #46-LR-5210-2. A copy of the policy is appended to this Complaint as Exhibit A.

4. On or about July 23, 2009 the dwelling sustained an accidental direct physical loss, property damage, as the result vibrations of from heavy construction vehicles performing adjacent road construction.

5. On or about July 23, 2009 the Evans sustained accidental direct loss of personal property as the result vibrations of from heavy construction vehicles performing adjacent road construction.

6. The defendant State Farm has contracted to indemnify the Evans for all accidental direct physical loss to the property (dwelling) except as provided in "Section 1 Losses Not Insured."

7. "Section 1 Losses Not Insured" does not exclude accidental loss from vibrations from adjacent road construction.

8. The defendant State Farm has contracted to indemnify the Evans for all accidental direct physical loss to their personal property caused by vehicles.

9. The Evans have complied with all policy requirements and conditions with respect to the loss.

10. State Farm has refused to pay the Evans' claim for the covered loss in contravention of the provisions of the policy.

COUNT I

11. All allegations contained in paragraphs 1 through 10 of the Complaint are restated herein and incorporated herein by reference.

12. State Farm's refusal to pay the Evans for the property damage to the dwelling is a breach of its contract of insurance.

13. State Farm's refusal to pay the Evans for the damage to their personal property is a breach of its contract of insurance.

COUNT II

14. All allegations contained in paragraphs 1 through 13 of the Complaint are restated herein and incorporated herein by reference.

15. On or about November 19, 2009 State Farm denied the Evans' claim alleging that the property damage was not a covered loss under the terms of its policy.

16. State Farm's position is not supported by the facts, the policy and/or the declarations sheet.

17. State Farm failed to conduct a reasonable investigation of the loss, delayed an unreasonable time in denying the claim, failed to negotiate settlement of the claim in good faith and committed other acts evidencing its lack of good faith.

18. The foregoing facts constitute bad facts on the part of State Farm and are violations of Va. Code § 38.2-209. As the result of such bad faith, the Evans are entitled to recover reasonable attorney's fees and costs in addition to those direct damages caused by the loss.

WHEREFORE, your plaintiffs, Melvin Evans and Rosalie Evans, hereby demands judgment against the defendant, State Farm Fire and Casualty Company, in the amount of \$125,000.00 plus interest from July 23, 2009 plus reasonable attorney's fees and costs associated with this action.

A trial by jury is hereby demanded.

**MELVIN EVANS
and ROSALIE EVANS**

By: 

Of Counsel

**James P. St. Clair, Esquire
S. Lawrence Dumville, Esquire
NORRIS & ST. CLAIR & LOTKIN
2840 South Lynnhaven Road
Virginia Beach, VA 23452
(757)498-7700
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